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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Bruce B. Lee

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Assignee: BEKL Corporation

JAN 10 2003

Title: Gynecological Ablation Procedure And System Using An Ablation Needle

TECHNOLOGY CENTER 3700

Serial No.: 09/920,425

Filing Date: July 31, 2001

Examiner: Peter J. Vrettakos

Group Art Unit: 3739

Docket No.: M-11515 US

Confirmation No.: 5907

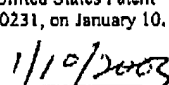
COMMISSIONER FOR PATENTS
Washington, D.C. 20231**SUBMISSION OF POWER OF ATTORNEY
BY APPLICANT OF ENTIRE INTEREST**

Sir:

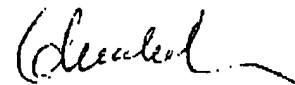
Applicants hereby submit the attached "Power of Attorney By Applicant Of Entire Interest" for the records of the above patent application.

If there are any questions, regarding this matter, please call the undersigned Applicants' attorney at (408) 392-9250.

I hereby certify that this correspondence is being sent by facsimile attention to Examiner Peter J. Vrettakos of United States Patent and Trademark Office, Washington, D.C. 20231, on January 10, 2003.


Attorney for Applicant(s)
Date of Signature

Respectfully submitted,


Edward C. Kwok
Attorney for Applicant
Reg. No. 33,938

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**FAXED COPY RECEIVED**

Applicant(s): Bruce B. Lee

JAN 10 2003

Assignee: BEKL Corporation

TECHNOLOGY CENTER 3700

Title: Gynecological Ablation Procedure And System Using An Ablation Needle

Serial No.: 09/920,425

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COMMISSIONER FOR PATENTS
Washington, D.C. 20231**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST**

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

CUSTOMER NO. 32605

Please address all correspondence and telephone calls regarding this application to:

Alan H. MacPherson
MacPherson Kwok Chen & Heid LLP
2001 Gateway Place, Suite 195E
San Jose, CA 95110
Phone: (408) 392-9250
Fax: (408) 392-9262

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

~~ATTORNEY DOCKET NO:~~ M-11515US

U.S. DEPARTMENT OF COMMERCE

COPY

RECORDATION FORM COVER SHEET
PATENTS ONLY

JAN 10 2003

PATENT AND TRADEMARK OFFICE

TECHNOLOGY CENTER 3700

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD BY THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF. ~~FILED COPY RECEIVED~~

1. Name of conveying parties:

(a) Bruce B. Lee

Additional name(s) of conveying party(ies) attached?

☐

Yes

☒

No

2. Name and address of receiving party: JAN 10 2003

Name: BEKL Corporation TECHNOLOGY CENTER 3700

Street Address: 26640 Fisher Drive

City: Carmel

State: California

Zip Code: 93923

Country: U.S.A.

Additional name(s) of receiving party(ies) attached?

☐

Yes

☒

No

3. Nature of Conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒Other Property Transfer AgreementExecution Date: December 5, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) - 09/920,425

B. Patent No.(s)

Title: Gynecological Ablation Procedure And System Using An Ablation Needle

Additional numbers attached?

☐

Yes

☒

No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alan H. MacPhersonInternal Address: MACPHERSON, KWOK CHEN & HEID LLPStreet Address: 2001 Gateway Place, Suite 195ECity San JoseState CAZip 951106. Total number of applications and patents involved: One

7. Total fee (37 CFR 3.41): \$40.00

☒

Authorized to be charged to Deposit Account 50-2257.

☒

Charge Deposit Account 50-2257 for any additional fees required for this conveyance and credit deposit account 50-2257 any amounts overpaid

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8. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Edward C. Kwok33,938

Name of Person Signing

Signature

1/10/2003
Date

Total number of pages comprising cover sheet: 8

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on January 10, 2003.

Attorney for Applicant(s)

Date of Signature

Received from <4083929262> at 1/10/03 8:24:45 PM [Eastern Standard Time]

Sent by: RITA MEDICAL SYSTEMS

6503908505;

12/13/01 17:29; JstFax #382; Page 2/7

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PROPERTY TRANSFER AGREEMENT

This Property Transfer Agreement ("Agreement") is made effective from the 5th day of December, 2001 ("Effective Date"), by and between: Bruce Lee, M.D., an individual ("Assignor"); and BEKL Corporation, a California corporation, (the "Company"). Assignor and Company are collectively referred to as the "parties."

WHEREAS, Assignor owns the interest in the technology and rights described in Exhibit A attached hereto and incorporated by reference (the "Technology and Rights"); and

WHEREAS, for valuable consideration and subject to the terms and conditions of this Agreement, Assignor desires to assign and transfer to Company, and Company desires to accept from Assignor, Assignor's Technology and Rights.

NOW, THEREFORE, for good and valuable consideration by Company to Assignor and the mutual promises set forth herein, the receipt and sufficiency of which are admitted, the parties, intending to be legally bound, agree as follows:

1. Assignment.

a. *Technology and Rights.* For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby forever sells, assigns, transfers, releases and conveys, exclusively, irrevocably and unconditionally, to the Company, and its successors and assigns, Assignor's entire right, title and interest in and to the Technology and Rights, including the goodwill associated therewith. In reliance upon Assignor's warranties and representations concerning the Technology and Rights, Company accepts from Assignor the Assignor's entire right, title and interest in and to the Technology and Rights.

b. *Waiver of Rights.* Assignor hereby irrevocably and forever waives, and agrees never to assert, any rights in or to the Technology and Rights which Assignor may now have or which may accrue to Assignor's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. This waiver of rights shall include any and all rights of paternity or integrity of the Technology and Rights and the right to object to any modification, translation or use of the Technology and Rights, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of how such right is denominated or referred to.

c. *Preservation.* Assignor agrees not to assign, transfer, impair, harm or affect any right in or to the Technology and Rights which Assignor has assigned and transferred to Company hereunder.

d. *Delivery.* Assignor agrees to deliver all tangible embodiments of Technology and Rights to the Company at a location designated by the Company upon execution of this Agreement.

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2. Consideration

- a. As consideration for the Assignor's interest in the Technology and Rights the Company will issue to the Assignor, as of the Effective Date, the shares in the Company described in Schedule B (the "Shares") attached hereto and incorporated by reference.
- b. The Company will issue the Shares to the Assignor as fully paid and non-assessable shares in the Company and will cause one or more share certificates representing such Shares to be issued in the name of the Assignor.
- c. The ~~Transferor~~ ^{Assignor} and the Company have determined that the fair market value of the Assignor's interest in the Technology and Rights as at the Closing Date is equal to the fair market value of the Shares.

3. Warranties

Assignor warrants and represents to Company that:

- a. The Assignor owns the Assignor's interest in the Technology and Rights and the Assignor has good and marketable title to the Assignor's interest in the Technology and Rights;
- b. The Assignor's interest in the Technology and Rights is free and clear of all liens, charges and encumbrances;
- c. The Assignor has full right, power and authority to enter into this Agreement and to transfer, assign and convey the Assignor's interest in the Technology and Rights to the Company free and clear of all liens, charges and encumbrances.

4. Assignor Obligations

a. *Assistance.* Assignor agrees to: (i) promptly execute and deliver, upon request of Company or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the Company, its successors and assigns, all right, title and interest in and to the Technology and Rights; and (ii) cooperate and assist in the prosecution of any action or opposition proceedings involving said rights and any adjudication of the same.

b. *Non-use.* Assignor will not, directly, indirectly or in concert with any other person, use any Technology and Rights, except with the prior express written consent of Company.

Sent By: Acupuncture Center for Health; 805 237 2788;

Dec-1 J1 19:09;

Page 1/1

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IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement effective from the Effective Date.

TECHNOLOGY CENTER 3700

ASSIGNOR:

COMPANY:

BEKL Corporation, a California corporation


Bruce Lee, M.D.


Bruce Lee, President


Pamela Lee, Secretary

12-31-1996 9:00AM FROM

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P. 1

JAN 10 2003

TECHNOLOGY CENTER 3700

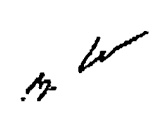
EXHIBIT A**Technology and Rights**

The term "Technology and Rights," as used in this Property Transfer Agreement shall mean the Technology and Intellectual Property Rights (as such terms are hereinafter defined), including, without limitation, all right, title and interest of the Assignor in, to and under the Patent Applications (as such term is hereinafter defined).

For purposes of this Agreement:

"Technology" means information, trade secrets, know-how, intellectual property rights, clinical information (including all clinical data), prototypes, or test data related to devices, systems, methods, or procedures for the thermal ablation of leiomyomas (the "Procedure"). Any information, prototypes, or other work which relates to the Procedure performed by the Inventor also constitutes the Technology

"Intellectual Property Rights" means all worldwide patents, patent applications, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks and registrations and applications therefor, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Technology, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction existing at the date of this Agreement. This includes the U.S. Patent Application titled "Gynecological Ablation Procedure And Apparatus Using An Ablation Needle" bearing Serial No. 60/224,191 and filed on August 9, 2000 and the European Patent Application bearing Serial No. PCT/US01/24916 and filed on August 7, 2001 (the "Patent Applications"), any issued patent related thereto and any continuation, continuation-in-part, or division thereof or any substitute application therefore, any reissue, extension, or patent term extension of any such patent, and any foreign counterpart of the foregoing.



Sent by: RITA MEDICAL SYSTEMS

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12/13/01 17:30; Jafax #982; Page 7/7

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EXHIBIT B
Consideration

Consideration for the Technology and Rights shall be Forty Two Thousand Five Hundred (42,500) shares of the Company's common stock, no par value.

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RECEIVED: 12/13/01 18:40 FROM: FERRARI OLOBOINI LLP
101400850505 101400850505
PAGE 7/7

Received from <4083929262> at 1/10/03 8:24:45 PM [Eastern Standard Time]

Dec 12 01 11:49a

Pamela Lee

805 200-4407

P.2

FROM : NLPM 13-SC

FAX NO. : 8316266185

Dec. 12 2001 09:52PM P5
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JAN 10 2003

TECHNOLOGY CENTER 3700

SHAREHOLDERS AND

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OFBEKL CORPORATION
a California Corporation

The undersigned, being all the shareholders and members of the board of directors of BEKL Corporation, (the "Company") a California corporation, acting pursuant to the authority of Sections 307(b) and 603 of the California Corporations Code, hereby adopt the following resolutions and resolutions:

Restatement of Clinical Data and Patent License Agreement

WHEREAS, the Company has been presented with a *Clinical Data and Patent License Agreement* (the "Agreement") by and between the Company and RITA Medical Systems, a Delaware corporation, regarding certain Clinical Data, Licensed Patents and Licensed Know-How, as defined in the Agreement, a copy of which is attached hereto and incorporated by reference; and

WHEREAS, the Shareholders and the Board of Directors believe it to be in the Company's best interest to enter into the Agreement;

RESOLVED that the undersigned hereby adopt and approve the form, terms and provisions of the Agreement in the form presented to each of the undersigned executing this consent; and

RESOLVED FURTHER, that the President of the Corporation be and is hereby authorized and empowered, for and on behalf of the Corporation to execute, acknowledge and deliver the Agreement in substantially the form approved by this Board of Directors and Shareholders, with such additions, deletions and changes thereto as such officer shall approve, such officer's execution and delivery thereof to be conclusive evidence of such approval and the approval of this Board of directors.

Ordinary Resolution

RESOLVED FURTHER, that the officers of the Company or their designees are hereby authorized and directed to execute all documents and to take such further actions as they deem necessary or advisable in order to carry out and perform the purposes of the foregoing resolutions.

FENGLA01:58401.1

805 259-4407

P.3

Dec 12 01 11:50a

Pamela Lee

FAX NO. :8316366105

Dec 12 2001 09:52AM P4

FROM :NLAM RSC

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JAN 10 2003

TECHNOLOGY CENTER 3700

This Unanimous Written Consent of Directors and Shareholders of BEKL Corporation is effective as of December 31, 2001.

SHAREHOLDERS:

Bruce B. Lee
Bruce B. Lee, M.D.

Pamela Lee
Pamela Lee

Matthew King
Matthew King

DIRECTORS:

Bruce B. Lee
Bruce B. Lee, M.D.

Pamela Lee
Pamela Lee

Matthew King
Matthew King

FERRARIS/0001.1

2001 Gateway Place
Suite 195E
San Jose, CA 95110
Tel. 408-392-9250
Fax 408-392-9262

2402 Michelson Drive
Suite 210
Irvine, CA 92612
Tel. (949) 752-7040
Fax (949) 752-7049

MacPherson Kwok Chen & Held LLP

JAN 10 2003

JAN 10 2003

TECHNOLOGY CENTER 3700

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FACSIMILE COVER

Date:	January 10, 2003		
To:	Examiner Peter Vrettakos Group Art Unit 3739 United States Patent and Trademark Office Washington, D. C. 20231	Fax Telephone #:	(703) 746-7013
		Office Telephone #:	(703) 605-0215
From:	Edward C. Kwok (Reg. No.: 33,938)	Date Sent:	January 10, 2003
Subject:	Patent Application No.: 09/920,425 Filing Date: July 31, 2001 Inventor: Bruce D. Lee Assignee: BEKL Corporation	Time Sent:	5:20 P.M.
Client/File:	M-11515 US	Fax Operator:	Chelie Kolden

This transmittal consists of 13 total page(s), including this cover sheet.

Message:

Attached to this transmission are the following:

- 1) Copy of return receipt postcard;
- 2) Transmittal letter (1 page); and
- 3) Power of Attorney By Assignee Of Entire Interest (2 pages) along with copies of:
 - (a) Recordation Cover Sheet (1 page); and (b) Property Transfer Agreement (7 pages).

If you do not receive all pages, please call (408) 392-9250

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENT(S) NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

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**COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231**

Applicant:	Bruce B Lee
Assignee:	BEKL Corporation
Title:	Gynecological Ablation Procedure And System Using An Ablation Needle
Serial No :	09/920,425
Filed:	July 31, 2001
Arty Docket No..	M-11515 IJS

ENCLOSED:

1. This Return Receipt Postcard
2. Transmittal letter (1 page)
3. Power of Attorney By Assignee Of Entire Interest (2 pages) including copies of:
Recordation Cover Sheet (1 page);
Property Transfer Agreement (7 pages)

ECK/ck

Date: January 10, 2003